

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

DEBBIE E. HULSE,

Plaintiff,

v.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, a Foreign
Corporation, and ALLSTATE INSURANCE
COMPANY, a Foreign Corporation,

Defendants.

No. 2:19-cv-01453-RSM

STIPULATED MOTION AND ORDER
ON STIPULATED MOTION TO
BIFURCATE AND STAY PLAINTIFF'S
EXTRA-CONTRACTUAL CLAIMS

I. RELIEF REQUESTED

Plaintiff Debbie Hulse and defendants State Farm Mutual Automobile Insurance Company ("State Farm") and Allstate Insurance Company ("Allstate"), through their respective attorneys of record, stipulate to and ask the Court to enter an order bifurcating and staying discovery and trial of plaintiff's claims for breach of contract, alleged bad faith, negligence, and violation of the Washington Consumer Protection Act ("CPA") and the Insurance Fair Conduct Act ("IFCA") (hereafter collectively referred to as "extra contractual claims") asserted against both State Farm and Allstate in connection with the handling of plaintiff's underinsured motorist ("UIM") claims,

1 until plaintiff's claims for UIM benefits under the State Farm and Allstate policies, for an auto
2 accident that occurred on August 18, 2013, have been resolved.

3 II. FACTS

4 Plaintiff Debbie Hulse was involved in an auto accident on August 18, 2013, while driving
5 a vehicle owned by her daughter, Krystina Hulse. The vehicle plaintiff was driving was struck in
6 the rear by a vehicle driven by Kayla M. Henderson, whose negligence was the sole cause of the
7 accident. State Farm issued an automobile insurance policy that insured the vehicle Debbie Hulse
8 was driving at the time of the accident; it provides coverage for plaintiff Debbie E. Hulse for the
9 August 18, 2013 accident, including UIM coverage with limits of \$100,000 per person for bodily
10 injury, and personal injury protection ("PIP") coverage with limits of \$35,000. Allstate issued
11 Allstate Insurance Policy No. 920103578 to Larry A. & Debbie E. Hulse; the Allstate policy as it
12 was in effect at the time of the accident, included UIM coverage with limits of \$100,000 per person
13 for bodily injury and PIP coverage with limits of \$35,000.
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16 In this lawsuit, in addition to seeking UIM benefits from State Farm and Allstate, plaintiff
17 has also asserted extra contractual claims against both defendants allegedly arising out of their
18 handling of plaintiff's claims for UIM benefits. State Farm and Allstate allege that there is a
19 dispute as to the proximate cause, nature, extent and value of plaintiff's claimed injuries and
20 damages as a result of the August 18, 2013 accident, and both defendants deny that they breached
21 their respective contracts and deny all the extra-contractual claims asserted by plaintiff.
22

23 As noted in the parties' Joint Status Report, Dkt# 14, all parties have stipulated and agree
24 that plaintiff's claim for UIM benefits for the August 18, 2013 auto accident should be resolved
25 first, before the parties or the Court spend any time or money on discovery and litigation of
26 plaintiff's extra contractual claims. Neither plaintiff nor defendants want to incur the potentially

unnecessary expense of retaining experts and conducting discovery with respect to plaintiff's extra-contractual claims until plaintiff's claim for UIM benefits is resolved.

III. STATEMENT OF ISSUE

Should the Court enter an order granting the parties' stipulated motion to bifurcate and stay plaintiff's extra contractual claims for damages until her claim for UIM benefits has been fully resolved?

IV. EVIDENCE RELIED UPON

This motion is made pursuant to W.D. Wash. LCR 10(g), and is based on the prior pleadings filed herein, including the Notice of Removal (Dkt. #1), Allstate's Answer (Dkt.#9), State Farm's Answer (Dkt.#12), and the Joint Status Report (Dkt. #14), and Fed. R. Civ. P. 42(b).

V. LEGAL AUTHORITY AND ARGUMENT

The parties have stipulated and agree that this case should be bifurcated under Fed. R. Civ. P. 42(b), and related case law which authorizes the Court to order issues be tried separately for convenience, to avoid prejudice, or to expedite and economize, as long as the right to a jury trial is preserved. *See, Karpenski v. Am. Gen. Life Cos.*, 916 F. Supp. 2d 1188, 1190 (W.D. Wash. 2012); *Tavakoli v. Allstate Property & Cas. Ins. Co.*, 2012 WL 1903666 (W.D. Wash., May 25, 2012); *Allstate Ins. Co. v. Breeden*, 410 F. App'x 6, 9 (9th Cir.2010).

VI. CONCLUSION

Based on the foregoing, the parties request that the Court enter an Order bifurcating and staying discovery and trial of plaintiff's extra-contractual claims for damages asserted against both State Farm and Allstate, until plaintiff's claim for UIM benefits for the August 18, 2013 auto accident is fully resolved. The parties further request that the Court order that the current Order Setting Trial Date and Related Dates (Dkt. #15) filed on October 30, 2019 is the case scheduling

1 order for plaintiff's claim for UIM benefits and that no case scheduling order will be entered on
2 plaintiff's extra-contractual claims, if that is necessary, until after plaintiff's claim for UIM
3 benefits has been resolved.

4 SO STIPULATED this 5th day of November, 2019.

5 KELLER ROHRBACK L.L.P.

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15 **ORDER ON STIPULATION**

16 Based on the foregoing stipulated motion, IT IS HEREBY ORDERED that Plaintiff Debbie
17 E. Hulse's extra contractual claims asserted against State Farm Insurance Company and Allstate
18 Insurance Company are bifurcated and stayed until plaintiff's claims against State Farm Insurance
19 Company and Allstate Insurance Company for underinsured motorist benefits for the August 18,
20 2013 auto accident have been fully and finally resolved; and

21 IT IS FURTHER ORDERED that the current Order Setting Trial Date and Related Dates
22 (Dkt. #15) filed on October 30, 2019, is the case scheduling order for plaintiff's claim for
23 underinsured motorist benefits arising out of an August 18, 2013 auto accident only, and that no
24 case scheduling order will be entered on plaintiff's extra-contractual claims until after plaintiff's
25 claim for underinsured motorist benefits is fully and finally resolved.

26 DATED this 5 day of October 2019.



RICARDO S. MARTINEZ
CHIEF UNITED STATES DISTRICT JUDGE